



STATE OF ARIZONA
Department of Health Services
NOTICE OF REQUEST FOR PROPOSALS

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams Street, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NUMBER:

SOLICITATION NUMBER: HP754259

SOLICITATION DUE DATE/TIME:

May 21, 2007, 3:00 P.M., MST

SUBMITTAL LOCATION:

**Arizona Department of Health Services
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007**

DESCRIPTION:

Family Resource Coordination Program

PRE-BID CONFERENCE:

Monday, April 30, 2007

Date

10:00am

Time

1740 W. Adams Street, Room 309

Location

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read. To obtain a copy or review the solicitation, log onto www.azdhs.gov and click on the Quick Links Procurement site. If obtaining a copy via the internet, please check periodically for any updates to the above solicitation.

Offers must be in the actual possession of the Arizona Department of Health Services on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this solicitation.

With 72 hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation Contact Person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Elizabeth Casteel

Arizona Department of Health Services

(602) 542-2934

casteee@azdhs.gov

Procurement Administrator

Date

<p style="text-align: center;">TABLE OF CONTENTS SOLICITATION NUMBER: HP754259</p>
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OFFER AND ACCEPTANCE

Solicitation Number: HP754259

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Submit this form with an original signature to the:

Arizona Department of Health Services
Office of Procurement
1740 West Adams, Room 303
Phoenix, Arizona 85007

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

Arizona Transaction (Sales) Privilege Tax License No:

For Clarification of this Offer, Contact:

Name _____

Federal Employer Identification No:

Telephone:

FAX: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City, State, ZIP Code

Title

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number:

HP754259

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____, 2007

PROCUREMENT OFFICER

UNIFORM INSTRUCTIONS TO OFFERORS

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A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and any terms applied by law.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated otherwise.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.

UNIFORM INSTRUCTIONS TO OFFERORS

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- 7 Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 8 Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 9 Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate State and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, State or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors.
 - 12.9 Other documents referenced or included in the Solicitation.
- 13 Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

- 1 Sealed Envelope or Package. Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 2 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and

UNIFORM INSTRUCTIONS TO OFFERORS

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time except as otherwise provided under applicable law.

- 3 Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

- 4 Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount: Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. A Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
6. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 6.1 Waive any minor informality;
- 6.2 Reject any and all Offers or portions thereof; or
- 6.3 Cancel the Solicitation.

F. Award

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

UNIFORM INSTRUCTIONS TO OFFERORS

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- 3 Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests.

1. A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
- 1.1 The name, address and telephone number of the protester;
 - 1.2 The signature of the protester or its representative;
 - 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
 - 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 1.5 The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

SPECIAL INSTRUCTIONS TO OFFERORS

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1. PRE-OFFER CONFERENCE

Prospective Offerors are invited to attend a Pre-Offer Conference. The date, time and location of this conference are indicated on page 1 of this solicitation. The purpose of this conference will be to clarify the contents of this request for proposals in order to prevent any misunderstanding of the Department's position. Any doubt as to the requirements of this request for proposals or any apparent omission or discrepancy should be presented to the Department at this conference. The Department will then determine the appropriate action necessary, if any, and may issue a written amendment to the request for proposals. Oral statements or instructions shall not constitute an amendment to this request for proposals.

Those who are planning to attend the pre-offer conference should RSVP to Elizabeth Casteel by email or phone at 602-542-2934 no later than April 26, 2007. It is strongly suggested that the Offerors attend the Pre-Offer Conference.

2. PROPOSAL FORMAT

One (1) original and three (3) copies of each proposal shall be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "ORIGINAL". The Department will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. Proposals shall have an index, and tabs for each section. The original, ink signed proposal and each one of the three copies need to be organized in a 1 inch, 3 ring binder, with tabs for each section as indicated below:

- A. Table of Contents
- B. Signed Offer and Acceptance Form signed by authorized person
- C. Copy of Uniform Terms and Conditions and Special Terms and Conditions (One set only)
- D. Tasks Method of Approach - **shall not exceed 10 pages**

Offerors shall provide a written narrative of the Tasks Method of Approach to be utilized in performance of each of the Tasks in the Scope of Work.

- E. Executive Summary - shall not exceed 2 pages

Offerors shall provide a written Executive Summary to include the following background information:

- i. Mission and vision statement of the organization.
- ii. How long organization has been in business.
- iii. Experience in providing services to children with special health care needs.
- iv. Experience in providing family resource coordination services.
- v. Why the organization would want to provide this service.

- F. Organizational Chart

Offerors shall provide a copy of the organization's Organizational Chart and list of Officers or Directors.

- G. Resume, license/certificate - if applicable

Offerors shall provide the resumes and licenses/certificates of staff that will be assigned to work on this contract, as applicable.

- H. Completed Price Sheet

- I. Scope of Work - Provide the required information in the Notices, Correspondence and Reports section.

SPECIAL INSTRUCTIONS TO OFFERORS

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J. All Solicitation Amendments (if applicable)

3. PROPOSAL OPENING

Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. Prices will NOT be read. Proposals will not be subject to public inspection until after contract award.

4. EVALUATION CRITERIA

In accordance with the A.R.S. § 41-2534, competitive sealed proposals, awards shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the Department based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

- A. Tasks Method of Approach for provision of the services described in Scope of Work.
- B. Executive Summary as described on Page 9, Section 2.E. of the Special Instructions.
- C. Conformance to all other RFP Requirements and Conditions.
- D. Cost.

5. DISCUSSIONS

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the Department reserves the option to conduct discussions with those Offerors who submit proposals determined by the Department to be reasonably susceptible of being selected for award regarding the contract and the relative methods of approach for furnishing the required services.

6. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona procurement code.

7. MULTIPLE AWARDS

In order to assure that any ensuing contracts will allow the State to fulfill current and future requirements, the State reserves the right to award contracts to multiple Offerors. The actual utilization of any contract will be at the sole discretion of the state. Each potential Contractor should take the fact that the State may make multiple awards into consideration.

8. SUSPENSION OR DEBARMENT CERTIFICATION

By signing the Offer section of the Offer and Acceptance page, SPO form 203, the Offeror certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, State or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the Offer or cancellation of a contract. The State also may exercise any other remedy available by law.

SPECIAL INSTRUCTIONS TO OFFERORS

SOLICITATION NUMBER: HP754259

9. CONFIDENTIAL INFORMATION

- a. If an Offeror believes that a Proposal, Offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- b. The information identified by the Offeror as confidential shall not be disclosed until the Director makes a written determination.
- c. The Director shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Director determines to disclose the information, the Director shall inform the bidder in writing of such determination.

10. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to the security and identify protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Grantees shall declare all anticipated offshore services in the Grant Application.

11. PROPOSAL EXCEPTIONS

Any Proposal that takes exception to any of the clauses within the Uniform Terms and Conditions or the Special Terms and Conditions, will not be considered for evaluation or award.

12. WRITTEN QUESTIONS

All questions regarding this solicitation shall be submitted in writing no later than ten (10) calendar days prior to the RFP due date to:

Arizona Department of Health Services
Elizabeth Casteel, Procurement Specialist
1740 W. Adams, Room 303
Phoenix, AZ 85007
Email Address: casteee@azdhs.gov

UNIFORM TERMS AND CONDITIONS

SOLICITATION NUMBER: HP754259

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4 *"Contractor"* means any person who has a Contract with the State.
 - 1.5 *"Days"* means calendar days unless otherwise specified.
 - 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;

UNIFORM TERMS AND CONDITIONS

SOLICITATION NUMBER: HP754259

- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3 Contract administration and operation.

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not

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use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 **Costs and Payments**

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.

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5 Contract changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

- 2.
- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other

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similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Year 2000.

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- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8 State's Contractual Remedies

- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension

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expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in

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performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 **Arbitration**
- The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
12. **Comments Welcome** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona 85007.

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1. PURPOSE

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

2. TERM OF CONTRACT

The term of the resultant contract shall commence on July 1, 2007 and shall remain in effect through June 30, 2008 unless terminated, canceled, or extended as otherwise provided herein.

3. CONTRACT EXTENSIONS 5 YEAR MAXIMUM

The contract term is for a one (1) year period subject to additional successive periods of up to twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

4. CONTRACT TYPE

The contract shall be fixed price.

5. OTHER CONTRACTS

ADHS may undertake or award other contracts for additional or related work and the contractor shall fully cooperate with such other contractors and state employees and carefully fit his own work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by state employees. The agency shall equitably enforce this section as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.

6. LICENSES

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

7. CONFIDENTIALITY OF RECORDS

The contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the State or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the State. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.

8. FINANCIAL MANAGEMENT

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the Department when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

State Funding. Contractors receiving state funds under this contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

Funding Cap Changes. The State shall use a Purchase Order and/or Change Order to make changes that increase and/or decrease federal Funding Caps. For purposes of this paragraph, a "Funding Cap" is defined as the total amount of money allowed by the federal funds.

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9. ANNUAL BUDGET

The Contractor shall be notified by certified mail of the allotted Annual Budget for the Traumatic Brain Injury/Spinal Cord Injury Programs and the allotted Annual Budget for the Children and Youth with Special Health Care Needs Program. The Contractor shall be notified of any revisions to these Annual Budgets, and the effective date, by certified mail. The Annual Budget is not an authorization for provision of services, which is made by issuance of an ADHS Purchase Order. The Contractor shall not perform services in excess of the amount of the Purchase Order, and within that amount, shall not exceed the Annual Budget allotted for each program.

This is not an entitlement program and payment above the annual budget amount cannot be made by ADHS.

10. PRICE REDUCTION

A Price Reduction Adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

11. PRICE INCREASE

The state may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Department of Health Services, procurement office shall determine whether the requested price increase or an alternate option is in the best interest of the state.

Written notification by the contractor is required sixty (60) days prior to contract renewal. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

12. INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

13. INSURANCE

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
 - Blanket Contractual Liability – Written and Oral \$ 500,000
 - Fire Legal Liability \$ 25,000
 - Each Occurrence \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, Department of Health Services, shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, Department of Health for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

3. **Personal Property**

All Risk of Physical Loss (including flood) for Non-Owned Personal Property in the care, custody and control of the contractor. The policy shall name the State of Arizona, Department of Health Services as Loss Payee as their interests may appear. The policy shall insure Actual Cash Value of the inventory/equipment stored, currently estimated at \$2,500,000, on the Contractor's premises.

4. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory
Employers' Liability

Each Accident \$ 100,000
Disease – Each Employee \$ 100,000
Disease – Policy Limit \$ 100,000

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- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, Department of Health Services wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department of Health Services, Office of Procurement, 1740 West Adams, Room 303, Phoenix, AZ 85007)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department of Health Services, Office of Procurement, 1740 West Adams, Room 303, Phoenix, AZ 85007)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

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- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

14. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

15. FEDERAL IMMIGRATION AND NATIONALITY ACT

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

16. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the contract so that both the ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADHS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS, Contractor agrees to sign the "Arizona Department of Health Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADHS HIPAA Compliance Officer.

SPECIAL TERMS AND CONDITIONS

SOLICITATION NUMBER: HP754259

17. AUTHORIZATION FOR PROVISION OF SERVICES

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. No further obligation shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

SCOPE OF SERVICES

SOLICITATION NUMBER: HP754259

I. BACKGROUND

The mission of the Arizona Department of Health Services (ADHS) Office of Children with Special Health Care Needs (OCSHCN) is to ensure services are family focused, comprehensive, timely and responsive, culturally appropriate, home- and community-based, and directed toward enhancing family strengths through assessment and policy development.

The work that is done through ADHS/OCSHCN programs, and the advocacy and educational efforts of community partnerships, will assist in meeting one (1) or more of the following Maternal and Child Health Bureau Title V National Performance Measures as they apply to Children and Youth with Special Health Care Needs (CYSHCN) (<http://www.mchb.hrsa.gov/grants/proposed.htm>):

- the percent of screen positive newborns who receive appropriate follow up to definitive diagnosis and clinical management for condition(s) mandated by their State-sponsored newborn screening programs;
- the percent of children with special health care needs age 0 to eighteen (18) years whose families partner in decision making at all levels and are satisfied with the services they receive;
- the percent of children with special health care needs age 0 to eighteen (18) who receive coordinated, ongoing, comprehensive care within a medical home;
- the percent of children with special health care needs age 0 to eighteen (18) whose families have adequate private and/or public insurance to pay for the services they need;
- percent of children with special health care needs age 0 to eighteen (18) whose families report the community-based service systems are organized so they can use them easily; and
- the percentage of youth with special health care needs who received the services necessary to make transitions to all aspects of adult life, including adult health care, work, and independence.

One strategy ADHS/OCSHCN utilizes to fulfill its mission is the provision of Family Resource Coordination to members (individuals who are enrolled in the ADHS/TBI/SCI/CYSHCN Family Resource Coordination Program and who are receiving Family Resource Coordination services) with special health care needs and their families. Family Resource Coordination services for members who have developmental delays, certain medical and/or behavioral conditions, or other special health care needs are provided through a comprehensive, coordinated, interagency, multi-disciplinary, and family-centered approach (care that recognizes and respects the pivotal role of the family in the lives of members, supporting families in their natural care-giving roles, promoting normal patterns of living, and ensuring family collaboration and choice in the provision of services to the member). Family Resource Coordination facilitates access to the service delivery system and ensures that it meets the needs of each member and their family. Family Resource Coordinators are responsible for securing and coordinating services across agency lines, and serve as the single point of contact in helping families obtain services and assistance.

ADHS/OCSHCN categorizes three (3) groups of members and their families as eligible for ADHS/OCSHCN Family Resource Coordination. The three (3) groups consist of children that have Traumatic Brain Injury (TBI), children with Spinal Cord Injury (SCI), and Children and Youth with Special Health Care Needs (CYSHCN) other than TBI or SCI.

- A. Traumatic Brain Injury (TBI) - Children who are survivors of traumatic brain injury sustained before the age of eighteen (18) may receive Family Resource Coordination services. Young adults may continue to receive services, as needed, until age twenty-one (21). Receipt of Family Resource Coordination services is based upon self/caregiver report and/or medical documentation of a traumatically induced physiological disruption of brain function as a result of the head being struck, the head striking an object, the brain undergoing an acceleration/deceleration movement without direct trauma to the head, or hypoxia/anoxia related disruptions in brain function because of a traumatic event.

Head injury does not include vascular accidents, aneurysms, congenital defects, or disruptions in brain function caused by stroke, tumor, or encephalitis.

- B. Spinal Cord Injury (SCI) - Children who are survivors of a spinal cord injury sustained before the age of eighteen (18) may receive Family Resource Coordination services. Young adults who qualify may continue to receive services, as needed, until age twenty-one (21). Receipt of Family Resource Coordination services is based upon self/caregiver report and/or medical documentation of a severance or severe injury to

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the spinal cord and/or nerve roots caused by trauma which may result in partial or total paralysis of the arms, legs, or both and which may also impair vital functions and motor functions defined as acute traumatic injury of the spinal cord and nerve roots or motor and sensory deficits.

- C. Children and Youth with Special Health Care Needs (CYSHCN) - Children birth to twenty-one (21) years of age who present with a broad range of disabilities or chronic illnesses diagnosed at any time during childhood, including the prenatal period, may receive Family Resource Coordination services through this program component. Such chronic conditions may necessitate adaptations, support, and/or special services. Children with special health care needs may require periodic inpatient or outpatient hospitalizations that are longer than the average stay, or with greater frequency than the general population; adaptations for daily living due to health related functional limitations; a special level of expertise for treatment and/or services from multiple disciplines; and/or special services in educational settings.

II. OBJECTIVE

Provide statewide Family Resource Coordination, which will assist children, youth, and families with eligible medical, behavioral, and/or developmental delays in accessing and/or receiving comprehensive service delivery.

III. SCOPE OF SERVICES

The Contractor shall manage a Family Resource Coordination Program, including but not limited to providing staff for family-centered support to members/families in identifying needs and resources; assisting members / families in coordination with multiple service/program providers; and identifying federal, state, ADHS Community Action Teams, and community resources for which the member/family may be eligible.

IV. TASKS

A. STAFF

The Contractor shall:

1. Assign a TBI/SCI/CYSHCN Family Resource Coordination Contract Administrator to manage the overall operation of the Family Resource Coordination Program and be responsible for the provision of services, including but not limited to providing supervision of staff and adhering to the responsibilities outlined in Chapter 3 of the Family Resource Coordination Policy and Procedure Manual (FRCPPM).
2. Employ Family Resource Coordinators (Coordinator) to:
 - a. Establish a collaborative process to assess, plan, implement, coordinate, monitor, and evaluate the options and services required to meet TBI/SCI/CYSHCN member needs using communication and available resources to promote quality, cost-effective outcomes.
 - b. Synchronize and connect services and resources for TBI/SCI/CYSHCN members and their families to reach an optimum level of wellness, functional capability, and autonomy.
 - c. Support activities that will empower TBI/SCI/CYSHCN members and their families to act as their own advocate.
 - d. Serve as the single point of contact in helping families obtain services and assistance.
3. Ensure that Coordinators have a Bachelor's degree in a health related field, social service, education or related field, or three years of experience performing Family Resource Coordination or related activities, and that Coordinators have knowledge of medical terminology, the impact of parenting a child with medical involvement, child development, and community resources.

A written exception request can be submitted to the ADHS/TBI/SCI/CYSHCN Program Manager for review and approval prior to provision of services by a Family Resource Coordinator lacking in the above requirements.

4. Maintain current personnel files for Family Resource Coordination Staff as required in Chapter 3 (3.2 B) of the FRCPPM, to include but not be limited to:

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- a. a current Resume/Vitae with educational background, including Degrees Granted and/or experience performing Family Resource Coordination or related activities;
- b. current Professional License and/or Certification, if applicable;
- c. Fingerprint Registration;
- d. Criminal History Affidavit/Background Check;
- e. CPR Certification;
- f. First Aid Certification;
- g. Arizona Driver's License, Vehicle Registration, and Proof of Insurance.

Prepare a Family Resource Coordination Personnel Profile (form to be provided by ADHS) for each Family Resource Coordinator, and maintain in their personnel file.

5. Ensure Family Resource Coordination Staff participate in ADHS required training, TBI/SCI/CYSHCN Program Orientation, all required Family Resource Coordination Meetings and Trainings, Continuing Education, the Arizona Governor's Council on Spinal and Head Injuries Family Resource Coordinator Training Program, and any Technical Assistance Programs or Trainings (reimbursement for Staff Training shall only be made where prior approval was received from ADHS).
 - a. Prepare a Family Resource Coordination Initial Orientation Process form and an FRC Staff Training / Education / Meetings / TA Log (forms to be provided by ADHS) for each FRC staff member, and maintain in their personnel file for ADHS review.
 - b. Prepare a Staff Training and Education Log (form provided by ADHS), and submit monthly with the TBI/SCI/CYSHCN Billing and Invoice Packet.
6. Ensure that staff providing forty (40) hours per week of Family Resource Coordination, regardless of the program (early intervention programs or service coordination programs) shall have a member caseload of not less than forty (40) nor more than sixty (60).

Staff providing less than forty (40) hours per week of Family Resource Coordination services shall have a prorated caseload base (example - part time: twenty (20) hours per week, not less than twenty (20) nor more than thirty (30)).

Prepare and submit a Family Resource Coordination Staff Report (form to be provided by ADHS) thirty (30) days following award of the contract, within thirty (30) days of the start of each new contract term, and within thirty (30) days of each change in Family Resource Coordination Staff.

7. Ensure there are Family Resource Coordinators available evenings and weekends (as needed), 52 weeks a year to meet the timeframes of parent availability.
8. Provide oversight and instruction to Family Resource Coordination Staff to ensure the accuracy, timeliness, and quality of reports and data submission, and provide instruction on family centered care and cultural competency.
9. Ensure that Family Resource Coordination staff complete the FRC Staff Mileage Log (form to be provided by ADHS) and submit monthly with the TBI/SCI/CYSHCN Billing and Invoice Packet.
10. Provide Coordinators with e-mail and fax capability as well as ongoing access to a computer with internet access, and Word and Excel software.
11. Ensure that Family Resource Coordination Staff adhere to all requirements and guidelines for the provision of services as set forth in the Family Resource Coordination Policy and Procedure Manual.

B. SERVICES TO MEMBERS

The Contractor shall:

1. Through community outreach, identify referral sources which may include but are not limited to: self-referrals (parent/caregiver), hospitals, trauma centers, rehabilitation centers, physicians, local schools,

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public health agencies, social service organizations, emergency medical staff, community health nurses, other health care providers, and community organizations.

Engage in community outreach / education and awareness regarding the Family Resource Coordination Program (TBI/SCI/CYSHCN) to increase community capacity and promote referrals to the program.

Prepare a Community Outreach/Education Log (form to be provided by ADHS) and submit monthly with the TBI/SCI/CYSHCN Billing and Invoice Packet.

2. Provide culturally appropriate, consistent, and family centered services, which encourage collaboration and partnership among members, families, policy-makers, and health care providers as outlined in Chapter 1 of the FRCPPM.

Provide comprehensive Family Resource Coordination services in natural environments, including home and community settings in which family members without disabilities participate, in accordance with Chapter 2 of the FRCPPM.

3. A Family Resource Coordinator shall initiate the intake process within five (5) working days of contact with an individual/family or receipt of a referral. A Letter of Introduction (format provided by ADHS) shall be utilized for written contact, and shall be maintained in the member's master file, if applicable.
4. Maintain a master file for each member/family, to include but not be limited to originals or copies of all letters, forms, and reports related to services provided to the member/family.
5. Complete the intake process on each member referred as described in Chapter 2 (2.2) of the FRCPPM. Complete an Intake Form (form to be provided by ADHS) and submit with the TBI/SCI/CYSHCN Billing and Invoice Packet - reference the Intake Form Instructions provided in the FRCPPM.

If the member/family would like to receive services, obtain a signed Authorization for Release of Information form (provided by ADHS) and maintain in the member's master file. If the member/family does not want to receive services, complete a Program Transfer/Exit Form (provided by ADHS) and submit with the TBI/SCI/CYSHCN Billing and Invoice Packet.

Document all contacts with the member/family using the Family Contact/Progress Notes form (provided by ADHS), and submit with the TBI/SCI/CYSHCN Billing and Invoice Packet.

6. Ensure the Family Resource Coordinator develops an initial Individual Service Plan (form to be provided by ADHS) within forty-five (45) business days of the completion of the intake process, and submit with the TBI/SCI/CYSHCN Billing and Invoice Packet. A Doctor Referral/Authorization form (provided by ADHS) must be completed, sent to the Primary Care Physician, and maintained in the member's master file.

The initial Individual Service Plan (ISP - a written plan of services and interventions based on a comprehensive assessment of a member's developmental and health status, strengths and needs) must be reviewed and updated annually as outlined in Chapter 2 of the FRCPPM. Complete a Review of the ISP (form to be provided by ADHS) six (6) months after the completion of the initial/annual ISP and complete a Changes in the ISP (form to be provided by ADHS) when an update is warranted outside of the annual and six (6) month time frames, and submit these forms with the TBI/SCI/CYSHCN Billing and Invoice Packet.

7. Collaborate with the Primary Care Physician (any physician/physician extender or agency coordinating acute and chronic health care for medical conditions), the Arizona Health Care Cost Containment System (AHCCCS), Arizona Long Term Care System (ALTCS), Maternal & Child Health (MCH), Children's Rehabilitative Services (CRS), Behavioral Health Services (BHS), other third party payers, and other identified providers to facilitate continuity of care and the provision of ongoing services.

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8. Refer or link members/families to Federal, State and local resources and provide members/families access to available Medical Coverage, e.g. State/Federal Funded Health Plans or various types of Alternative Health Plans and Third Party Insurance Plans.
9. Work in partnership with families, community providers, ADHS Community Action Teams, and other team members to assist families in:
 - a. Acquiring the knowledge and skills they need to support the development of their child,
 - b. Identifying, securing and coordinating services,
 - c. Emphasizing a team approach, and
 - d. identifying and accessing resources within their family, neighborhood, and community.
10. Arrange for allowable Direct Care Services (DCS) as outlined in Chapter 2 (2.7) of the FRCPPM. Prepare and submit a Request for Authorization of Direct Care Services (form to be provided by ADHS) for approval prior to utilizing DCS. All available resources for funding must be pursued prior to requesting approval from ADHS.
11. Participate in and support transition activities as outlined in Chapter 2 (2.8) of the FRCPPM. A two-part Transition Planning Form, and a Transition Plan and Timeline (forms to be provided by ADHS) shall be completed when a member/family is moving through a transition (developmental and/or non-developmental changes), and these forms shall be submitted with the TBI/SCI/CYSHCN Billing and Invoice Packet.
12. Assist families in understanding and exercising their rights and responsibilities, understanding all pertinent information so all decisions will be informed decisions, understanding the services for which they are eligible, obtaining education that will empower them to act as their own advocate, and obtaining liaison services between health, social service, and community agencies to prevent or resolve problems.
13. Ensure all members and families served have the right to file a complaint or grieve any adverse actions or decisions and are aware of the process for filing a complaint or grievance as described in Chapter 6 of the FRCPPM.

Provide member/family with a copy of the Complaint and Grievance Process document (to be provided by ADHS). Obtain signatures on the Family Rights and Grievance Process form (provided by ADHS) to signify that the grievance process has been explained to them, ensure they receive a copy, and maintain the signed copy in the member's master file.

14. Utilize a Case Transfer Letter (format provided by ADHS) if a change of address results in a change in Family Resource Coordinator. A Loss of Contact 10-Day Letter or a Loss of Contact ISP Needed (formats to be provided by ADHS) shall be utilized to attempt contact with a member/family that cannot be reached by telephone.
15. Complete a Program Transfer/Exit Form for each member transferred to another agency/contractor within the Program or to another agency/contractor outside the Program, and each member discharged from the Program; administer a Family Satisfaction Survey (form to be provided by ADHS), whenever possible, to a member/family leaving the program for any reason; and/or a Request to Close/Reopen (form to be provided by ADHS) shall be completed to reactivate services for a member, or to discontinue services, at the request of the member/family. These forms shall be submitted to ADHS with the TBI/SCI/CYSHCN Billing and Invoice Packet, as applicable.
16. Maintain an updated electronic Roster of Active Members (form to be provided by ADHS) and submit monthly with the TBI/SCI/CYSHCN Billing and Invoice Packet.
17. Complete and submit a Monthly Member Activity Report (form to be provided by ADHS) with the TBI/SCI/CYSHCN Billing and Invoice Packet.

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C. ADMINISTRATIVE FUNCTIONS

The Contractor shall:

1. Prepare and submit a copy of the agency's Organizational Chart within thirty (30) days of contract award, and within thirty (30) days of a change to the organization.
2. Ensure expenditures do not exceed the purchase order amount / annual budget established by ADHS. The Contractor shall be notified by certified mail of the Annual Budget for each service provided for each program (TBI, SCI, and CYSHCN). The Contractor shall be notified of any revisions of the Annual Budget and the effective date by certified mail.

This is not an entitlement program and payment above the annual budget amount cannot be made by ADHS.

3. Participate in resource development / community development activities to enhance the system of care for TBI/SCI/CYSHCN members.
4. Participate in the annual Arizona Governor's Council on Spinal and Head Injuries Evaluation Round Table.
5. Establish, implement, and monitor contracts with providers to deliver Direct Care Services.
6. Adhere to all procedural safeguards as outlined in Chapter 6 of the FRCPPM.
7. Distribute Program Brochures and Program Educational Materials as requested by and provided by the program.

ADHS approval is required for any and all paperwork, forms, brochures, or activities related to the Family Resource Coordination Program before use or distribution.

8. Prepare and submit ad hoc reports as requested by the Program.
9. Develop an Internal Policy and Procedure Manual for Family Resource Coordination Program implementation, and update as needed, but not less than annually. The manual must incorporate the ADHS policies and procedures as set forth in the FRCPPM. The manual shall be submitted to ADHS for approval prior to use by the Contractor.
10. Prepare and submit electronically, on forms provided by ADHS, an accurate TBI/SCI/CYSHCN Billing and Invoice Packet with all required forms and supporting documentation attached, to include but not be limited to:

a. Invoice Forms –

Family Resource Coordination Detail Sheet
TBI Direct Care Services Detail Report
SCI Direct Care Services Detail Report
CYSHCN Direct Care Services Detail Report
Monthly Billing Invoice (IMPORTANT NOTE - this document must also be mailed to ADHS with an original signature)

b. Report Forms –

FRC Staff Mileage Log
Community Outreach/Education Log
Monthly Member Activity Report
Roster Of Active Members
Staff Training and Education Log

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Any and all required member/family forms/reports completed in the report month.

11. Prepare and submit a Business Continuity and Recovery Plan (form to be provided by ADHS), as outlined in Chapter 5 of the FRCPPM, to deal with unexpected events that may affect the Contractor's ability to adequately serve members.
 - a. This plan shall, at a minimum, include planning and training for:
 - i. Healthcare facility closure/loss of a major provider
 - ii. Electronic/telephonic failure at main place of business
 - iii. Complete loss of use of the main site
 - iv. Loss of the primary computer system/records
 - v. How the Contractor shall communicate with the Program in the event of a business disruption.
 - b. The Business Continuity and Recovery Plan shall be reviewed, tested for efficiency, and updated as outlined in Chapter 5 of the FRCPPM.
 - c. All Family Resource Coordination staff shall be trained and familiar with the plan. The Contractor shall use the Business Continuity and Recovery Plan Training Log (form to be provided by ADHS) and submit to ADHS as required.
12. Prepare and submit an Annual Quality Management Plan (form to be provided by ADHS) in accordance with the FRCPPM, Chapter 5 (5.3.1).
13. Prepare and submit a Summary of Continuous Quality Improvement (form to be provided by ADHS) in accordance with the FRCPPM, Chapter 5 (5.3.2).
14. Cooperate with ADHS in the site review process (Chapter 5.3.3) to ensure services are being delivered pursuant to the terms and conditions of the contract and in accordance with the FRCPPM, including site visits, program assessment, and corrective action plans as outlined in Chapter 5 of the FRCPPM.
15. Have staff responsible for contract performance available during mandatory compliance-based site visits who can respond to inquiries regarding all facets of the contract, including program requirements, reporting requirements, and scope of services, and to provide access to all requested documents. There shall be a minimum of two (2) site visits per contract term.
16. Prepare and submit a Corrective Action Plan, if required by ADHS to address issues identified during a site visit, within the timeframe specified by ADHS.
17. Prepare and submit an Annual Family Resource Coordination Program Report on the TBI, SCI, and CYSHCN Family Resource Coordination Program (form to be provided by ADHS).

V. REFERENCE DOCUMENTS

- A. Maternal and Child Health Bureau Title V National Performance Measures
- B. ADHS/TBI/SCI/CYSHCN Family Resource Coordination Policy and Procedure Manual (FRCPPM)

VI. STATE PROVIDED ITEMS

ADHS shall provide the ADHS/TBI/SCI/CYSHCN Family Resource Coordination Policy and Procedure Manual (FRCPPM) and all required forms and form letters, available in hard copy or electronically from the ADHS/TBI/SCI/CYSHCN Program Manager, or on the ADHS/OC SHCN website <http://www.azdhs.gov/phs/ocshcn/index.htm> under What's New; Family Resource Coordination Program RFP.

VII. APPROVALS

- A. Written exception request for Family Resource Coordinator requirements.

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- B. All Monthly Invoices before payment is made.

Approval of billed charges shall be signified by signature of the Family Resource Coordination Program Manager on the Monthly Invoice showing services provided are within the scope of the program and are satisfactory for payment. All required reports must be received and approved by ADHS before payment is made.

- C. The Internal Policy and Procedure Manual, and any changes/updates, prior to use by the Contractor.

VIII.DELIVERABLES

The Contractor shall submit:

- A. A Written exception request for Family Resource Coordinator requirements, as needed.
- B. A Family Resource Coordination Staff Report, due thirty (30) days following award of the contract, within thirty (30) days of the start of each new contract term, and within thirty (30) days of each change in Family Resource Coordination Staff.
- C. An Intake Form, due within thirty (30) days following the end of the month in which the intake occurred and submitted with the Monthly Billing and Invoice Packet.
- D. An initial Individual Service Plan, due within forty-five (45) business days following the date of intake completion and submitted with the Monthly Billing and Invoice Packet.
- E. A six (6) month Review Of the ISP, due thirty (30) days following the end of the month in which the review was completed and submitted with the Monthly Billing and Invoice Packet.
- F. A Changes In The ISP, due thirty (30) days following the end of the month in which the change occurred and submitted with the Monthly Billing and Invoice Packet.
- G. Family Contact/Progress Notes, due thirty (30) days following the end of the month in which services are provided and submitted with the Monthly Billing and Invoice Packet.
- H. A Program Transfer/Exit Form, due thirty (30) days following the end of the month in which the transfer/exit occurred and submitted with the Monthly Billing and Invoice Packet.
- I. A Request for Authorization of Direct Care Services, as needed, for approval prior to utilizing DCS.
- J. A Transition Planning Form, and a Transition Plan and Timeline, due thirty (30) days following the end of the month in which services are provided and submitted with the Monthly Billing and Invoice Packet.
- K. A Family Satisfaction Survey, due thirty (30) days following the end of the month in which survey was administered and submitted with the Monthly Billing and Invoice Packet.
- L. A Request to Close/Reopen, due thirty (30) days following the end of the month in which services are provided and submitted with the Monthly Billing and Invoice Packet.
- M. An Organizational Chart within thirty (30) days of award of the contract and within thirty (30) days of a change to the organization's structure.
- N. An Internal Policy and Procedure Manual, ninety (90) days following contract award, within sixty (60) days of the start of each new contract term, and within thirty (30) days of each update of or change to the manual.
- O. A TBI/SCI/CYSHCN Billing and Invoice Packet (including all required forms and reports), due within thirty (30) days of the end of each month in which services were provided.

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- P. A Business Continuity and Recovery Plan and updates to the plan within thirty (30) days of award of the contract, within thirty (30) days of the start of each new contract term, and within thirty (30) days of whenever there is a change to the plan.
- Q. A Business Continuity and Recovery Plan Training Log ninety (90) days following award of the contract and within thirty (30) days of the start of each new contract term.
- R. Ad hoc reports, as needed.
- S. An Annual Quality Management Plan, due October 31st of each contract term.
- T. A Summary of Continuous Quality Improvement, due January 31st of each contract term.
- U. A Corrective Action Plan when requested by and within the timeframe specified by ADHS.
- V. An Annual Family Resource Coordination Program Report, due with thirty-one (31) days of the end of each contract term.

IX. NOTICES, CORRESPONDENCE, REPORTS

- A. Notices, Correspondence, and Reports from the Contractor to ADHS should be sent to:

TBI/SCI/CYSHCN Program Manager
Arizona Department of Health Services
150 North 18th Avenue, Suite 330
Phoenix, AZ 85007

- B. Notices, Correspondence, and Reports from the Contractor to ADHS should be sent to:

Contact: _____

Company Name: _____

Company Address: _____

- C. Payments from ADHS to the Contractor shall be sent to:

Contact: _____

Company Name: _____

Company Address: _____

PRICE SHEET
SOLICITATION NUMBER: HP754259

TYPE OF SERVICE	UNIT RATE	UNIT of MEASURE
Family Resource Coordination, Staff Training, and Community Outreach/Education*	*	Per Person/Per Hour (1/4 hour increments)
Mileage Reimbursement	State of Arizona Mileage Reimbursement Rate	Per mile
Direct Care Services (DCS)	As pre-approved by ADHS	Pre-approved DCS per member

***Hourly rate** shall be inclusive of all costs of providing services (except mileage and DCS)

NOTE: The **annual budget** shall be sent to the Contractor by certified mail. Contractor shall adhere to the limits set by the budget. Contractor shall be notified of any changes to the budget by certified mail.

Authorization for Provision of Services: Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount of the Purchase Order. No further obligation shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this contract.

Please check as many as applicable:

____ I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE).

An MBE is defined as an enterprise where an ethnic minority owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Small Business.

A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.



CERTIFICATE OF INSURANCE

SAMPLE

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 West Adams Street, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 -FAX

Contract No: HP754259

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
NAME AND ADDRESS OF INSURED	A	
	B	
	C	
	D	

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

COMPAN Y LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMPREHENSIVE GENERAL LIABILITY FORM			BODILY INJURY	
	<input type="checkbox"/> PREMISES OPERATION			Per Person	\$1,000,000
	<input type="checkbox"/> CONTRACTUAL			Each Occurrence	\$2,000,000
	<input type="checkbox"/> INDEPENDENT CONTRACTOR			PROPERTY DAMAGE	\$1,000,000
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			OR	
	<input type="checkbox"/> PERSONAL INJURY			BODILY INJURY	\$1,000,000
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE			AND	
	<input type="checkbox"/> EXPLOSION & COLLAPSE (IF APPLICABLE)			PROPERTY DAMAGE COMBINED	
	<input type="checkbox"/> UNDERGROUND HAZARD (IF APPLICABLE)				
	<input checked="" type="checkbox"/> COMPREHENSIVE AUTO LIABILITY, INCLUDING NON-OWNED (IF APPLICABLE)			SAME AS ABOVE	
	<input type="checkbox"/> UMBRELLA LIAILITY			NECESSARY IF UNDERLYING NOT ABOVE MINIMUM	
	<input checked="" type="checkbox"/> WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY			STATUTORY EACH ACCIDENT	\$500,000
	<input type="checkbox"/> OTHER				

State of Arizona and the Department named above are added as additional insured as required by statue, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

NAME AND ADDRESS OF CERTIFICATE HOLDER

DATE ISSUED

AUTHORIZED REPRESNETATIVE